

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF A. WAYNE GRAY
3 BEFORE THE PUBLIC SERVICE COMMISSION OF
4 SOUTH CAROLINA
5 DOCKET NO. 2003-326-C
6 MARCH 12, 2004

7
8
9 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR
10 POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC.
11 ("BELLSOUTH").

12
13 A. My name is A. Wayne Gray. My business address is 675 West Peachtree Street,
14 Atlanta, Georgia 30375. My title is Director – Regional Planning and Engineering
15 Center in BellSouth's Network Planning and Support organization.

16
17 Q. ARE YOU THE SAME A. WAYNE GRAY WHO PREVIOUSLY FILED DIRECT
18 TESTIMONY IN THIS DOCKET ON JANUARY 29, 2004?

19
20 A. Yes.

21
22 Q. ARE YOU RESPONSIBLE FOR ENSURING THAT BELLSOUTH PROVISIONS
23 COLLOCATION ARRANGEMENTS ON A TIMELY BASIS?

24
25 A. Yes. I am responsible for ensuring that BellSouth provisions collocation

1 arrangements in the timeframes required by state commissions, including The
2 Public Service Commission of South Carolina ("Commission"), and BellSouth's
3 interconnection agreements.
4

5 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
6

7 A. My testimony rebuts portions of the direct testimony of MCI witness James D.
8 Webber and AT&T witnesses Jay M. Bradbury and Mark Van de Water. These
9 witnesses allege that competitive carriers are "impaired" as a result of issues
10 regarding collocation in BellSouth's central offices. Such allegations are not true.
11 As an initial matter, the only collocation issue that the Federal Communications
12 Commission ("FCC") directed the states to consider in assessing impairment is
13 "whether a lack of sufficient collocation space gives rise to impairment in [a]
14 market." TRO ¶ 472. As set forth in my direct testimony, the availability of
15 sufficient collocation space in BellSouth's South Carolina central offices is not a
16 problem and certainly does not give rise to impairment. Notably, none of the
17 Competitive Local Exchange Carrier ("CLEC") witnesses cite even a single
18 instance of an alleged space availability issue. Moreover, BellSouth has
19 consistently achieved excellent results with respect to the collocation
20 performance measurements established by this Commission, as discussed in
21 greater detail in the testimony of BellSouth witness Alphonso Varner.
22

23 Q. ALL PARTIES HAVE DIRECTED THIS COMMISSION TO VARIOUS
24 PORTIONS OF THE FCC TRIENNIAL REVIEW ORDER ("TRO") AND THE FCC
25 RULES IN SUPPORT OF THEIR POSITIONS IN THEIR DIRECT TESTIMONY.

1 WHAT IS THE IMPACT OF THE D.C. CIRCUIT COURT OF APPEALS ORDER
2 ON THE FCC TRO IN THIS PROCEEDING?

3
4 A. Currently the impact of the DC Circuit Court's opinion is unclear. At the time of
5 filing this testimony, the DC Circuit Court had vacated large portions of the rules
6 promulgated as a result of the TRO, but stayed the effective date of the opinion
7 for at least sixty (60) days. Therefore my understanding is that the TRO remains
8 intact for now, but its content, and the rules adopted thereto, must be suspect in
9 light of the court's harsh condemnation of large portions of the TRO.
10 Accordingly, I will reserve judgment, and the right to supplement my testimony as
11 circumstances dictate, with regard to the ultimate impact of the DC Circuit Court's
12 Order on this case.

13
14 **Testimony of MCI Witness James D. Webber**

15 Q. ON PAGE 10, MR. WEBBER ALLEGES THAT "WITHOUT COLLOCATION OR
16 SOME OTHER METHOD OF PHYSICALLY ACCESSING CUSTOMER LOOPS,
17 SUCH AS EELS. . . , MCI CANNOT OFFER SERVICES TO MOST OF ITS
18 CURRENT, OR EMBEDDED, BASE OF CUSTOMERS ABSENT ACCESS TO
19 UNBUNDLED LOCAL SWITCHING. DOES BELL SOUTH CURRENTLY HAVE
20 SPACE AVAILABLE FOR COLLOCATION IN ITS SOUTH CAROLINA
21 CENTRAL OFFICES?

22
23 A. Yes. As I testified in my direct testimony, collocation space is currently available
24 in all of BellSouth's central offices in South Carolina. If MCI needs collocation
25 space in any of BellSouth's central offices or wire centers in South Carolina,

1 BellSouth is committed to working closely with MCI to provide whatever
2 collocation space MCI may need to serve its mass market customers.

3
4 Q. IN REGARD TO ENHANCED EXTENDED LINKS ("EELS"), CAN MCI ORDER
5 EELS TODAY AND USE THESE EELS TO CONVERT ITS EMBEDDED UNE-P
6 CUSTOMER BASE TO UNE-L?

7
8 A. Yes. MCI can order a UNE-L and DS0 transport service as an EEL from its
9 collocation space in one central office to its collocation space in another central
10 office or to its own Point of Presence ("POP") or switch today.

11
12 Q. IS THE FACT THAT MCI HAS CHOSEN NOT TO COLLOCATE IN ALL OF
13 BELL SOUTH'S CENTRAL OFFICES IN SOUTH CAROLINA OR REQUEST
14 EELS TO SERVE ITS MASS MARKET CUSTOMERS RELEVANT IN THIS
15 COMMISSION'S DETERMINATION OF COLLOCATION IMPAIRMENT?

16
17 A. No. MCI has made a choice not to collocate in all of the BellSouth central offices
18 in South Carolina, which serve its UNE Platform ("UNE-P") customers.
19 Furthermore, it appears that MCI has not ordered any EELs to serve these same
20 customers. However, in the context of this proceeding, these facts are irrelevant.
21 MCI has had, and will continue to have, very little incentive to collocate its
22 equipment in these other central offices or request EELs from BellSouth, as long
23 as BellSouth is required to provide unbundled local switching and UNE-P.

1 Q. ON PAGE 43, MR. WEBBER ARGUES THAT BECAUSE CLECS HAVE TO
2 COLLOCATE THEY ARE "BY DEFINITION - DISADVANTAGED AND
3 THEREFORE POTENTIALLY IMPAIRED." DO YOU AGREE?
4

5 A. No. As I stated above, the only question regarding collocation that is relevant
6 under the impairment analysis set out by the FCC in its Triennial Review Order is
7 whether a lack of sufficient collocation space gives rise to impairment in a
8 particular market. There is no dispute that collocation space is currently
9 available in all of BellSouth's central offices in South Carolina.
10

11 Q. AT THE BOTTOM OF PAGE 43, MR. WEBBER INDICATES THAT MCI IS NOT
12 COLLOCATED IN ENOUGH OFFICES TO SERVE ITS UNE-P MASS MARKET
13 CUSTOMER BASE. PLEASE COMMENT.
14

15 A. That MCI is not currently collocated in all of the BellSouth central offices that
16 serve MCI's UNE-P mass market customers is irrelevant. Collocation space is
17 available in South Carolina and BellSouth is ready to provide whatever
18 collocation space MCI may require in South Carolina to serve its UNE-P mass
19 market customers.
20

21 Q. ON PAGE 44, MR. WEBBER SPECULATES, WITHOUT ANY EVIDENCE, THAT
22 IT IS "UNCLEAR WHETHER THE CLECS AS A WHOLE WILL BE ABLE TO
23 OBTAIN COLLOCATION ARRANGEMENTS IN CONJUNCTION WITH THE
24 NECESSARY TRANSPORT FACILITIES ON A TIMELY BASIS." IS HIS
25 UNSUBSTANTIATED SPECULATION CORRECT?

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A. Absolutely not. Mr. Webber does not provide a single instance when MCI has been unable to obtain collocation in a timely manner. Pursuant to the Service Quality Measurement (SQM) plan this Commission adopted, BellSouth is measured every month on the time it takes to respond to all CLEC collocation applications (C-1 Measurement), the time it takes BellSouth to provision a collocation arrangement (C-2 Measurement), and the percentage of collocation provisioning interval due dates missed by BellSouth (C-3 Measurement). BellSouth's performance under the Commission's collocation measures has been uniformly superb, and BellSouth is committed to devoting the resources necessary to continue meeting the intervals prescribed by this Commission.

Q. HAS BELL SOUTH EVER MISSED ANY OF ITS COLLOCATION PROVISIONING INTERVALS IN SOUTH CAROLINA?

A. No. BellSouth's goal is to complete the provisioning of collocation space as quickly as possible. Moreover, a CLEC may request permission to occupy its requested collocation space, and BellSouth will not unreasonably withhold its permission, prior to the completion of the space preparation activities being performed by BellSouth. This would enable the CLEC to install its equipment and facilities at the same time that BellSouth is completing its work activities to prepare the space in accordance with the CLEC's specifications.

Q. ON PAGE 45, MR. WEBBER SPECULATES THAT EVEN IF CLECS WERE TO OBTAIN COLLOCATION, "IT IS NOT UNCOMMON TO EXPERIENCE

1 SIGNIFICANT DELAYS BEFORE GAINING ACCESS TO THE REQUESTED
2 ARRANGEMENTS.” IS HE CORRECT?

3
4 A. No. BellSouth is not aware of any CLEC that has been unable to access its
5 collocation arrangements pursuant to the terms and conditions contained in the
6 CLEC’s interconnection agreement, and Mr. Webber cites no evidence to support
7 his assertion to the contrary.

8
9 BellSouth does have certain security access requirements that a CLEC must
10 comply with, including certification that its employees and vendors have
11 completed security training and meet certain security requirements, in order to
12 gain access to a specific central office. However, once the CLEC has met these
13 requirements, there would be no reason for a CLEC to be denied access to the
14 central office in which its collocation arrangement is located. If the CLEC fails to
15 comply with the security requirements, then the CLEC has the right to request a
16 BellSouth Security Escort, which will be coordinated and scheduled with the
17 CLEC before the CLEC is permitted access into the requested central office.

18
19 **Testimony of AT&T Witness Jay M. Bradbury**

20 Q. ON PAGE 8, MR. BRADBURY STATES THAT “CLEC BACKHAUL COSTS
21 INCLUDE THE NON-RECURRING COSTS NECESSARY TO ESTABLISH A
22 COLLOCATION ARRANGEMENT IN EVERY ILEC WIRE CENTER IN WHICH
23 THE CLEC WISHES TO OFFER MASS MARKET SERVICES.” PLEASE
24 COMMENT.

1 A. Mr. Bradbury is wrong. It is not necessary for a CLEC to collocate in every
2 central office in which it wishes to offer mass market services. The CLEC can
3 purchase from BellSouth an enhanced extended link ("EEL"), which is the
4 combination of a local loop and interoffice transport to a wire center where the
5 CLEC's switch is collocated. BellSouth also offers an assembly point product,
6 which allows CLECs to combine UNEs in a specific central office, without the
7 necessity for the CLEC to collocate in that office.

8
9 With respect to the rates a CLEC incurs for collocation, this Commission
10 established those rates in previous proceedings. Any complaint that AT&T may
11 have about Commission-approved rates should be raised in the next cost
12 proceeding and certainly does not constitute any grounds for a finding of
13 impairment.

14
15 Q. AT THE BOTTOM OF PAGE 19 AND TOP OF PAGE 20, MR. BRADBURY
16 STATES THAT "THE FCC'S RULES DO NOT PERMIT A CLEC TO PLACE A
17 CIRCUIT SWITCH IN A COLLOCATION" AND THEN QUOTES FROM 47
18 C.F.R. §51.323 AS SUPPORT. IS HE CORRECT?

19
20 A. No. 47 C.F.R. § 51.323(b) states:

21
22 An incumbent LEC shall permit the collocation and use of any
23 equipment necessary for interconnection or access to unbundled
24 network elements.

25
26 The FCC goes on to clarify the above statement in subsections (b)(1) – (3) of the
27 Rule as follows:

- 1
- 2 (1) Equipment is necessary for interconnection if an inability to
- 3 deploy that equipment would, as a practical, economic, or
- 4 operational matter, preclude the requesting carrier from
- 5 obtaining interconnection with the incumbent LEC at a level
- 6 equal in quality to that which the incumbent obtains within its
- 7 own network or the incumbent provides to any affiliate,
- 8 subsidiary, or other party.
- 9
- 10 (2) Equipment is necessary for access to an unbundled network
- 11 element if an inability to deploy that equipment would, as a
- 12 practical, economic, or operational matter, preclude the
- 13 requesting carrier from obtaining nondiscriminatory access
- 14 to that unbundled network element, including any of its
- 15 features, functions, or capabilities.
- 16
- 17 (3) Multi-functional equipment shall be deemed necessary for
- 18 interconnection or access to an unbundled network element if
- 19 and only if the primary purpose and function of the equipment,
- 20 as the requesting carrier seeks to deploy it, meets either or
- 21 both of the standards set forth in paragraphs (b)(1) and (b)(2)
- 22 of this section. For a piece of equipment to be utilized primarily
- 23 to obtain equal in quality interconnection or nondiscriminatory
- 24 access to one or more unbundled network elements, there also
- 25 must be a logical nexus between the additional functions the
- 26 equipment would perform and the telecommunication services
- 27 the requesting carrier seeks to provide to its customers by
- 28 means of the interconnection or unbundled network element.
- 29 The collocation of those functions of the equipment that, as
- 30 stand-alone functions, do not meet either of the standards set
- 31 forth in paragraphs (b)(1) and (b)(2) of this section must not
- 32 cause the equipment to significantly increase the burden on the
- 33 incumbent's property.
- 34

35 Q. DO THE FCC'S RULES PRECLUDE A CLEC FROM PLACING A CIRCUIT

36 SWITCH IN A COLLOCATION ARRANGEMENT?

37

38 A. No, so long as the circuit switch is being used for the purpose(s) of

39 interconnecting and/or accessing unbundled network elements in the provision of

40 telecommunications services.

1
2 Q. DOES BELLSOUTH PERMIT CLECS TO PLACE CIRCUIT SWITCHES IN
3 COLLOCATION SPACE?
4

5 A. Yes, as long as the CLEC is utilizing the circuit switch **primarily** for the purposes
6 of interconnection and/or access to unbundled network elements in the provision
7 of telecommunications services to its customers.
8

9 Q. AT THE BOTTOM OF PAGE 23 AND TOP OF PAGE 24, MR. BRADBURY
10 APPEARS TO IMPLY THAT SUFFICIENT COLLOCATION SPACE DOES NOT
11 EXIST IN THE ILEC'S CENTRAL OFFICES. IS HIS ASSESSMENT
12 ACCURATE?
13

14 A. No. While BellSouth cannot speak on behalf of the other ILECs in South
15 Carolina, as I testified above, collocation space is available in every BellSouth
16 central office in South Carolina.
17

18 Q. ON PAGE 24, MR. BRADBURY STATES THAT "THE COLLOCATION POWER
19 CHARGES ARE DRIVEN BY THE CHARGES FOR REDUNDANT POWER
20 FEEDS (SIZED FOR THE MAXIMUM DEMAND IN THE COLLOCATION) AND
21 THE NECESSARY HVAC FOR THE COLLOCATED EQUIPMENT." IS HE
22 CORRECT?
23

24 A. Only partially. Mr. Bradbury is correct that the collocation power charges are
25 driven by the charges for redundant power feeds ("A and B" power cable feeds).

1 However, he is not correct in his statement that collocation power charges are
2 driven by the necessary HVAC for the collocated equipment. BellSouth's DC
3 power charges do not include any HVAC costs associated with collocation.
4 These costs are recovered in the monthly Floor Space Charges paid by the
5 CLECs to BellSouth, not in the DC Power charges.

6
7 Q. ON PAGE 25, MR. BRADBURY COMPLAINS THAT "THE AVERAGE COST OF
8 COLLOCATION . . . MAY BECOME PROHIBITIVE, BECAUSE THE
9 EQUIPMENT DEPLOYED ACTUALLY REQUIRES SUBSTANTIALLY LESS
10 SPACE AND/OR POWER THAN THE MINIMUM SPACE REQUIRED OR
11 POWER CHARGED FOR BY THE ILEC." IS HIS ASSESSMENT ACCURATE?

12
13 A. No. Mr. Bradbury's complaint is mere speculation and is not supported by any
14 facts. Furthermore, in regard to Mr. Bradbury's allegation regarding minimum
15 space requirements, BellSouth permits CLECs to request cageless collocation
16 space in increments as small as that required for a single bay or rack of
17 equipment. For caged collocation space, BellSouth recently reduced its minimum
18 requirement from 100 square feet to 50 square feet. Additional increments of 50
19 square feet for caged collocation will continue to be allowed.

20
21 Q. FINALLY, MR. BRADBURY STATES THAT "THE INCUMBENT SOMETIMES
22 APPLIES LARGE UP-FRONT ONE-TIME CHARGES FOR THE COLLOCATION
23 APPLICATION, CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)
24 OR ADMINISTRATIVE FEES (SUCH AS PROJECT MANAGEMENT, SPACE
25 AVAILABILITY REPORTS, ETC.)." IS HE CORRECT?

1
2 A. No. As an initial matter, BellSouth's collocation rates have been established by
3 this Commission. Non-recurring charges allow BellSouth to recover the one-time
4 costs it incurs to provision collocation space for the CLEC. BellSouth's Initial
5 Application Fee of \$1,883.67 recovers BellSouth's nonrecurring costs associated
6 with the CLEC's submission of an initial application or service inquiry requesting
7 a specific collocation arrangement. This fee includes the following work activities
8 performed by BellSouth's employees and suppliers: reviewing the initial
9 application and collocation agreement, gathering, preparing and distributing
10 BellSouth's application response to the customer, processing the application fee,
11 setting up billing account information, coordinating meetings with the appropriate
12 work groups, developing a project timeline, resolving any Network issues,
13 reviewing power capacity requirements to ensure that adequate capacity is
14 available, determining the availability of duct space, researching options for the
15 point of interconnection, reviewing the facility requested, entering tracking data
16 and the associated work request(s), reviewing the application for space, power,
17 and cabling requirements, performing a site visit to verify space availability and
18 inspecting space conditions, coordinating space selection, preparation, cable and
19 power requirements, and performing a central office survey and cost estimate for
20 the CLEC.

21
22 Q. DOES BELLSOUTH APPLY LARGE UP-FRONT ONE-TIME CHARGES FOR
23 "CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)" AS MR.
24 BRADBURY ALLEGES?
25

1 A. No. BellSouth does not assess one-time (nonrecurring) charges for the floor
2 space associated with a caged collocation arrangement, the central office and
3 common system modifications required to accommodate caged collocation
4 space, or the amount of DC power requested by the CLEC. The fees to recover
5 those costs are all billed as monthly recurring charges.

6
7 Q. WHAT DOES BELL SOUTH CHARGE FOR ADMINISTRATIVE FEES (SUCH AS
8 PROJECT MANAGEMENT, SPACE AVAILABILITY REPORTS, ETC.)?
9

10 A. "Administrative fees" (such as project management fees) are included in
11 BellSouth's Initial Application Fee (which is described above) or in the Firm Order
12 Processing fee (\$602.05), which includes the nonrecurring costs associated with
13 BellSouth's receipt, review, and processing of a collocation Bona Fide Firm
14 Order. These costs include processing payments, distributing information to
15 various work groups, scheduling meetings internally and externally, and
16 establishing and monitoring project critical dates.

17
18 BellSouth only bills a CLEC for a Space Availability Report (\$1,077.57 per
19 requested central office) when a CLEC requests that BellSouth prepare this
20 report for a specific central office. The CLEC is not billed for this report until after
21 BellSouth has provided the requested report to the CLEC. To my knowledge,
22 AT&T has never requested a Space Availability Report for any central office in
23 the BellSouth Region
24

25 **Testimony of AT&T Witness Mark Van de Water**

1 Q. ON PAGE 50, MR. VAN DE WATER CITES PARAGRAPH 514 OF THE FCC
2 TRO AS REQUIRING BELL SOUTH TO "PROVIDE" CROSS-CONNECTIONS
3 BETWEEN THE FACILITIES OF TWO CLECS (emphasis in original). WHAT
4 ARE THE FCC'S RULES REGARDING BELL SOUTH'S OBLIGATION TO
5 "PROVIDE" CO-CARRIER CROSS-CONNECTIONS?

6
7 A. 47 C.F.R. § 51.323(b)(h) states:

8
9 (h) As described in paragraphs (1) and (2) of this section, an
10 incumbent LEC shall permit a collocating telecommunications
11 carrier to interconnect its network with that of another
12 collocating telecommunications carrier at the incumbent LEC's
13 premises and to connect its collocated equipment to the
14 collocated equipment of another telecommunications carrier
15 within the same premises, provided that the collocated
16 equipment is also used for interconnection with the incumbent
17 LEC or for access to the incumbent LEC's unbundled network
18 elements.

19
20 (1) An incumbent LEC shall provide, at the request of a
21 collocating telecommunications carrier, a connection between
22 the equipment in the collocated spaces of two or more
23 telecommunications carriers, **except to the extent the**
24 **incumbent LEC permits the collocating parties to provide**
25 **the requested connection for themselves or a connection is**
26 **not required under paragraph (h)(2) of this section.** Where
27 technically feasible, the incumbent LEC shall provide the
28 connection using copper, dark fiber, lit fiber, or other
29 transmission medium, as requested by the collocating
30 telecommunications carrier. (emphasis added)

31
32 (2) **An incumbent LEC is not required to provide a**
33 **connection between the equipment in the collocated spaces**
34 **of two or more telecommunications carriers if the**
35 **connection is requested pursuant to section 201 of the Act,**
36 **unless the requesting carrier submits to the incumbent LEC**
37 **a certification that more than 10 percent of the amount of**
38 **traffic to be transmitted through the connection will be**
39 **interstate.** The incumbent LEC cannot refuse to accept the
40 certification, but instead must provision the service promptly. Any

1 incumbent LEC may file a section 208 complaint with the
2 Commission challenging the certification if it believes that the
3 certification is deficient. No such certification is required for a
4 request for such connection under section 251 of the Act.
5 (emphasis added)
6
7

8 Q. DOES BELLSOUTH COMPLY WITH THE FCC'S RULES?
9

10 A. Yes. BellSouth permits collocated CLECs to provision the necessary Co-Carrier
11 Cross Connects ("CCXCs") themselves, in compliance with 47 C.F.R. §
12 51.323(b)(h)(1).
13

14 Q. WHAT ABOUT THE FCC'S REQUIREMENT UNDER 47 C.F.R. §51.323
15 (b)(h)(2)? HAS BELLSOUTH FILED A SECTION 201 CCXC OFFERING IN ITS
16 TARIFF FCC NO. 1?
17

18 A. Yes. BellSouth recently filed its Section 201 CCXC tariff offering in BellSouth
19 Tariff FCC No. 1, as required by 47 C.F.R. § 51.323(b)(h)(2). In order to
20 differentiate the tariff offering, CCXCs offered pursuant to the tariff are called
21 "Intra-Office Collocation Cross Connects" in the tariff. This tariff is in effect, so
22 AT&T and other CLECs can place orders pursuant to the Section 201 tariff
23 offering. However, as the FCC has stated in its rules, any CLEC that orders this
24 product must certify that more than 10% of the traffic transmitted over this intra-
25 office cross connection will be interstate.
26

27 Q. ON PAGES 52 - 56, MR. VAN DE WATER COMPLAINS ABOUT BELLSOUTH'S
28 POLICY REGARDING THE USE OF MULTIPLE COMPANY CODES TO PLACE

1 ORDERS TO COLLOCATION ARRANGEMENTS. WHAT IS BELL SOUTH'S
2 UNDERSTANDING OF THIS ISSUE?

3
4 A. BellSouth understands that this issue arises due to AT&T's use of multiple
5 company codes. AT&T is complaining that one AT&T entity cannot place orders
6 on behalf of another AT&T entity for services that it wishes to originate or
7 terminate to the second AT&T entity's collocation space. What has happened is
8 that AT&T has established its collocation sites using the Access Customer Name
9 Abbreviation ("ACNA") "ATX" (for AT&T), but is placing service requests to these
10 sites using the ACNA "TPM" for Teleport Communications Group or "FIM" for
11 North Point (both of which AT&T acquired). In other words, AT&T wishes to
12 permit those entities it has acquired over the years, and which have different
13 ACNAs, to place orders to the collocation sites that belong to the ACNA "ATX"
14 for AT&T. When AT&T orders collocation space from BellSouth, the collocation
15 "address" is built into the cable and pair identification records using the ACNA of
16 the ordering CLEC. It is BellSouth's policy not to accept assignments from
17 CLECs other than the owner of the collocation space in order to protect a
18 CLEC's assets/property. Therefore, BellSouth's ordering and provisioning
19 systems are designed to prevent unauthorized assignment of its customers'
20 collocation assets.

21
22 Q. ON PAGE 52, MR. VAN DE WATER ARGUES THAT "BELL SOUTH'S
23 POLICIES, PRACTICES, AND SYSTEMS EFFECTIVELY PREVENT A CLEC
24 FROM BEING ABLE TO ORDER A LOOP FROM BELL SOUTH AND
25 SWITCHING FROM ANOTHER CLEC." IS THIS TRUE?

1
2 A. No. BellSouth's policies, practices, and systems do not prohibit a CLEC from
3 ordering a UNE loop from BellSouth and the switching function from another
4 CLEC, except when the CLEC is requesting that a DS0 UNE loop be provided to
5 another CLEC's collocation space.
6

7 Q. IN SUPPORT OF HIS ARGUMENT, MR. VAN DE WATER ALLEGES "IF AT&T
8 WERE TO SUBMIT A SERVICE REQUEST TO PURCHASE A LOOP FROM
9 BELL SOUTH AND DELIVER IT TO ANOTHER CLEC'S COLLOCATION,
10 BELL SOUTH'S SYSTEMS COULD NOT PROCESS THE ORDER." PLEASE
11 COMMENT.
12

13 A. If AT&T were trying to order a UNE loop at a DS0 level to terminate to another
14 CLEC's collocation space, BellSouth's ordering system would reject the order for
15 manual intervention for the reasons described above, because AT&T's ACNA
16 and the receiving CLEC's ACNA would be different. BellSouth's billing systems
17 cannot process a LSR at the DS0 (2-wire or 4-wire) level of service for the
18 connection of a local loop to another CLEC's collocation space, because the
19 collocation "address" is built into the cable and pair identification records using
20 the ACNA of the ordering CLEC. This requirement has been in place from the
21 initial implementation of BellSouth's ordering system for all DS0 level services.
22 If AT&T wished to place an order for transport to another CLEC's collocation
23 space, at a DS1 or higher level of service, and the receiving carrier had provided
24 AT&T with the appropriate terminating Connecting Facility Assignment ("CFA")
25 and a Letter of Authorization ("LOA") indicating its permission for AT&T to

1 terminate its transport into the receiving CLEC's collocation space, then
2 BellSouth could process the order through its ordering system as requested by
3 AT&T. It should be noted that AT&T would be the party billed for the service and
4 would be responsible for requesting the appropriate cross connection, by service
5 type (DS1, DS3, 2-fiber, or 4-fiber). If the service requested by AT&T was for the
6 termination of UNE transport into another CLEC's collocation space, then the
7 associated cross-connects would be those contained in AT&T's interconnection
8 agreement. If AT&T ordered its transport service from the tariff, then the
9 appropriate cross-connects contained in the associated tariff would apply.
10

11 Q. IN LIGHT OF THE ORDERING SYSTEM ISSUE IDENTIFIED ABOVE, HOW
12 COULD A CLEC ACHIEVE ITS DESIRE TO PLACE AN ORDER FOR A DS0
13 LOOP FROM BELL SOUTH AND WHOLESALE SWITCHING FROM ANOTHER
14 CLEC?
15

16 A. The most effective means for AT&T to eliminate this problem is to use
17 BellSouth's "Transfer of Ownership" process to convert all of its collocation sites
18 to one common ACNA, presumably the "ATX" ACNA. This would eliminate
19 AT&T's concern and there would be no further fall-out of AT&T's orders in
20 BellSouth's ordering and provisioning systems resulting from the use of multiple
21 ACNAs.
22

23 Another option would be for the ordering CLEC (in this case, AT&T) to request a
24 DS0 loop into its collocation space and then place a co-carrier cross connection
25 ("CCXC") between its collocation space and that of the receiving CLEC, if both

1 CLECs have collocation space in the same central office. This would allow the
2 ordering CLEC and the receiving CLEC to directly exchange their traffic in the
3 same central office, without any intervention by BellSouth.

4
5 Finally, AT&T could use a "Guest/Host" collocation arrangement to establish a
6 guest presence in the central office for which AT&T wished to order services.
7 Under the "Guest/Host" arrangement, each Guest is assigned a unique Access
8 Carrier Terminal Location ("ACTL") and specific CFAs within the caged
9 collocation space. Using the Guest/Host scenario, for illustrative purposes,
10 suppose that AT&T is trying to order wholesale switching from MCI. This
11 arrangement would be made possible through the following steps: First, MCI (or
12 the "Host" in this scenario) would submit a Collocation Augment Application to
13 BellSouth, pursuant to its interconnection agreement, and a LOA for the new
14 entity, AT&T (the "Guest" in this scenario). With a Guest/Host arrangement, if
15 the Collocation Augment Application requests that MCI's existing CFAs be
16 converted to the new ACTL for AT&T, then BellSouth will perform the work to
17 make the necessary changes in BellSouth's cable and pair assignments and
18 update its facility assignment databases. As soon as BellSouth has completed
19 the migration of these CFAs to reflect the re-assignment of these CFAs to AT&T,
20 MCI will be notified that BellSouth can accept orders directly from AT&T. If the
21 Collocation Augment Application submitted by MCI requests that new CFA
22 facilities be provisioned under AT&T's ACTL, then BellSouth will perform the
23 work necessary to complete the assignment of the new CFAs and will then
24 accept orders directly from AT&T using these new CFAs.

1 Q. AT THE TOP OF PAGE 58, MR. VAN DE WATER STATES THAT "IF
2 UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO
3 COMPETITORS, ALL COMPETITORS WILL HAVE TO INSTALL THEIR OWN
4 FACILITIES IN COLLOCATION SPACE." IS THIS TRUE?

5
6 A. It depends. If a CLEC already has sufficient collocation space in the central
7 offices that serve its mass market customers, then there would be no need for
8 the CLEC to augment its existing space. However, if the CLEC does not have
9 collocation space in a particular central office or does not have sufficient space in
10 a particular central office to serve its mass market customers, then the CLEC
11 must request a new collocation arrangement, augment an existing collocation
12 arrangement or use EELs to reach these customers.

13
14 In those instances in which a CLEC does not currently have the necessary
15 collocated facilities and network equipment in place to support the migration of its
16 embedded base of UNE-P mass market customers, the CLEC may request new
17 or additional collocation space for the placement of its network equipment to
18 achieve the migration of its UNE-P customers over to UNE-L service. Pursuant
19 to this request, BellSouth would complete any such request for collocation space
20 within the Commission-ordered provisioning intervals (which are dependent upon
21 the type of collocation space requested – i.e., virtual, caged or cageless) or pay
22 substantial penalties for missing these intervals. As soon as BellSouth receives
23 an order for collocation space from a CLEC, BellSouth begins preparing the
24 space to meet the particular specifications requested by the CLEC. In addition,

1 the CLEC can request permission to occupy the requested space prior to
2 BellSouth's completion of the space provisioning.

3
4 Q. IS THERE ANY OTHER TYPE OF ARRANGEMENT, BESIDES COLLOCATION,
5 THAT CAN BE USED BY A CLEC TO REACH ITS CUSTOMERS IF
6 UNBUNDLED LOCAL SWITCHING IS ELIMINATED?

7
8 A. Yes. As I stated above, a CLEC may also order EELs from its end user at the
9 DS0 level (which may or may not terminate into the CLEC's collocation space) to
10 its switch, POP or other designated location as a means of converting its
11 embedded UNE-P customer base to UNE-L service. The DS0 transport piece of
12 the EEL may terminate to the CLEC's collocation space or it may terminate
13 directly at the CLEC's POP.

14
15 Q. MR. VAN DE WATER IMPLIES THAT BELL SOUTH MAY NOT BE ABLE TO
16 ACCOMMODATE A "DRAMATIC" INCREASE IN COLLOCATION SPACE IF
17 UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO CLECS?
18 PLEASE COMMENT.

19
20 A. Mr. Van de Water's testimony on this point is nothing more than speculation. Mr.
21 Van de Water cites no facts to support his suggestion that BellSouth is not
22 equipped to handle the processing of the increased collocation applications it
23 might receive in the future. Furthermore, Mr. Van de Water fails to consider that
24 if the number of collocation applications received by BellSouth significantly
25 increases, so that there becomes a need for BellSouth to increase its current

1 staffing levels, BellSouth is prepared to do so. Also, BellSouth is continually
2 analyzing and updating its electronic ordering system, called the e.App system,
3 for the processing of collocation applications to ensure that BellSouth uses the
4 most efficient means of processing all requested applications for collocation
5 space.

6
7 Q. MR. VAN DE WATER SPECULATES THAT "THE INTERVAL TO OBTAIN AND
8 BUILD OUT COLLOCATION SPACE LIKELY WILL INCREASE." DO YOU
9 AGREE?

10
11 A. Absolutely not. As demonstrated in BellSouth witness Al Varner's testimony,
12 BellSouth's current performance clearly shows that BellSouth is extremely
13 committed to providing carriers with collocation space in its central offices as
14 quickly as possible and in accordance with the provisioning intervals ordered by
15 this Commission. Mr. Van de Water implies that this will change if BellSouth
16 experiences an increase in the number of collocation applications it receives,
17 which Mr. Van de Water is assuming will be significantly greater than the number
18 of current applications being processed by BellSouth today. Mr. Van de Water
19 neglects to mention, however, that if BellSouth fails to meet the performance
20 standards ordered by this Commission, BellSouth must pay SEEMs penalties to
21 those CLECs that are directly affected by BellSouth's inability to complete the
22 CLECs' collocation arrangements within the required provisioning intervals.
23 Consequently, BellSouth has no incentive to delay the provisioning of a CLEC's
24 requested collocation space and every incentive to continue to provision space
25 on a timely basis.

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Q. FINALLY, ON PAGE 58, MR. VAN DE WATER SUGGESTS THAT SUFFICIENT COLLOCATION SPACE MAY NOT BE AVAILABLE IN SMALL, REMOTE CENTRAL OFFICES. DO YOU AGREE?

A. No. In fact, typically it is the smaller, rural (which is what I believe Mr. Van de Water is referring to by his reference to “remote”) central offices that have more collocation space available than many of the larger offices. It has been BellSouth’s experience that frequently it is the larger central offices or those central offices that are located in densely populated, metropolitan areas that are the most likely to reach space exhaust. This is likely due to the fact that these larger offices typically house a BellSouth tandem switch or serve a large customer base in a densely populated and/or fast-growing area.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.